

# **Agenda**

Township of Marple – Board of Commissioners – Michael Molinaro, President  
Regular Meeting – June 9, 2014 – 7:00 pm

## **1. Call to Order**

## **2. Pledge of Allegiance**

## **3. Roll Call – Commissioners & Staff**

♦ **Executive Session** – held at 6 PM prior to the meeting to discuss Litigation and Personnel

## **4. Marple Township Ambulance Corps – American Heart Association's Mission: Lifeline EMS Bronze Award** Presenting the Award to Marple EMS Chief William Downey and Assistant Chief Andrew Tucker is Laurie Saint Clair, Mission: Lifeline Director, Kim Mayhew PA-C (BMH), Dr. Josh Baron (BMH), Dr. Mangalmurti (BMH)

## **5. Public Forum**

## **6. Board Minutes**

- Work Session – May 5, 2014
- Regular Meeting – May 12, 2014

## **7. Disbursement Report and Check Register #2014-6**

## **8. Resolution #3545 – Transfers General Fund \$4,102.02**

**MOTION:** To adopt/not adopt Resolution #3545 authorizing the transfers to be made in the General Fund in the amount of \$44,102.02 for the month of May 2014 as outlined in the Resolution and as recommended by the Director of Finance.

## **9. Resolution #3546 – Transfers Refuse Fund \$201.53**

**MOTION:** To adopt/not adopt Resolution #3546 authorizing the transfers to be made in the Refuse Fund in the amount of \$201.53 for the month of May 2014 as outlined in the Resolution and as recommended by the Director of Finance.

**10. Resolution #3547 – Prelim/Final Subdivision Plan, Pennfield Properties, 2609 Sunset Blvd.**

**MOTION:** To adopt/not adopt Resolution #3547 approving the Preliminary/ Final Subdivision Plan filed by Pennfield Properties LP, for the property located at 2609 Sunset Blvd, prepared by Mullin Engineering, LLC., dated January 31, 2014, last revised May 7, 2014, to subdivide the existing 17,486 sq. ft lot into two new residential building lots subject to the conditions outlined in said Resolution.

**11. Resolution #3548 – Prelim/Final Subdivision Plan Zuehl-Baker & Lagos, 1140-1150 Cedar Road**

**MOTION:** To adopt/not adopt Resolution #3548 approving the Preliminary/Final Subdivision Plan filed by Zuehl-Baker & Lagos for the property located at 1140-1150 Cedar Grove Road, prepared by G.D. Houtman & Sons dated February 24, 2014 last revised May 12, 2014 to relocate an existing property line between 1140 & 1150 Cedar Grove Road subject to the conditions outlined in said Resolution.

**12. Bid Award – 2014 Road Resurfacing Program Contract #5**

**MOTION:** To award/not award the contract for a Joint 2014 Road Improvement Program with Springfield Township and Swarthmore Borough to \_\_\_\_\_ of \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ being the lowest responsible bidder and as recommended by the Township Engineer subject to Springfield Township and Swarthmore Boroughs also awarding the bid.

**13. Bid Award – Used Vehicles Contract #4**

**MOTION:** To award the Bid for the 2014 Sale of Used Vehicles Contract as follows:  
1. Vehicle # 1 to Friends Auto Sales of Island Lake, IL in the amount of \$4,268.00  
2. Vehicle # 2 to Mark Irvello of Upper Darby PA in the amount of \$275.00  
3. Vehicle # 3 to K & F Auto Wholesalers of Phila PA in the amount of \$273.00

**14. Driveway Curb Cut Width Waiver Request – Bob Gow, 2606 Highland Ave.**

**MOTION:** To approve/not approve the driveway curb cut waiver request of Bob Gow, 2606 Highland Avenue, from the requirements of Chapter 108, Section 108-3 of the Township Code permitting the increase in the maximum residential curb cut width of 15' to 22" as shown on the submitted plot plan.

**15. Driveway Curb Cut Width Waiver Request – 2835 Equity Associates, 2835 West Chester Pike**

**MOTION:** To approve/not approve the driveway curb cut request of 2835 Equity Associates, 2835 W. Chester Pike , from the requirements of Chapter 108, Section 108-3 of the Township Code to permit the driveway curb cuts of the O-Office zoned property to be increased from 23' to 25' on James Road and 23' to 24' on Manor Road.

**16. Resolution No. 3549 – Public Works Equipment Purchase Financing – Backhoe**

**MOTION:** To adopt/not adopt Resolution No. 3549 authorizing the negotiation, execution and delivery of a lease purchase agreement in the amount of \$76,131.00 between the Township and TCF Equipment Finance, Inc., for the purchase of the Public Works Backhoe subject to a final review and approval by the Township Solicitor as recommended by the Township Manager and Director of Finance

**17. Public Works Equipment Purchase Financing – Sewer Jet Truck**

**MOTION:** To approve/not approve the purchase of a 2015 Peterbilt Chassis with new Vactor Ram Jet in the total financed amount of \$215,852.98 with financing to be provided by TCF Equipment Finance in one of the options provided for in the TCF quote of June 2, 2014 subject to the delivery of a final lease purchase agreement as reviewed and approved by the Township Solicitor after which the proper Township Officials are authorized to execute on behalf of the Township as recommended by the Director of Public Works and Director of Finance.

**18. PHCC Equipment Purchase – Triplex Mower**

**MOTION:** To approve/not approve the purchase of a Triplex mower in the Grounds Department at Paxon Hollow Country Club in an amount not to exceed \$27,183.00 through any available PA Costars or State Equipment Contracts as recommended by the Superintendent of grounds.

**19. Storm Sewer Capital Project – Sylvan and Parkview Drives**

**MOTION:** To approve/not approve the proposed installation of 900 linear feet of storm sewer on Sylvan and Parkview Drives by the Public Works Department at a cost of \$22,500 for materials as approved by the Public Works Committee and as recommended by the Director of Public Works

**20. Electronics Recycling Services Agreement – eForce Compliance**

**MOTION:** To approve/not approve an annual Electronics Recycling Services Agreement with eForce Compliance for the collection and disposal of used electronic equipment as outlined in said agreement for the annual cost of \$6000 to be shared equally with Haverford Township as recommended by the Recycling Coordinator and Township Manager.

## **21. Authorization to Advertise Proposed Ordinance Amendments - parking Restrictions**

**MOTION:** To direct the proper Township Officials to advertise a proposed ordinance amending Chapter 285, Vehicles and Traffic, to modify the following parking restrictions for consideration and action at the July 14, 2014 regular Business meeting:

1. Section 285-48 - "No Parking" restrictions the southerly side of Media Line Road between Larchmont Circle and Lovell Avenue
2. Repeal Section 285-6 (f), (g), & (h) designating Old Cedar Grove Road, Gradyville Road and Dogwood Lane a one-way street between certain times of the day.

## **22. Library Board Appointment**

**MOTION:** To appoint Kathleen McGarry as a member of the Library Board to fill the unexpired term of Mitchell Wolfson, term to expire 12/31/2015.

## **23. Permission to advertise – Police Uniforms Contract #6**

**MOTION:** To authorize the proper Township Officials to advertise of the following Bid(s):

- Police Uniforms

Bids are to be in the usual form with the right reserved to accept or reject any and all bids; bids are to be submitted to the Township of Marple, 227 S. Sproul Road, Broomall PA by 10:00 am (prevailing time) on July 9, 2014 and shall be opened by the Bid Committee at 10:30am in the I. Newton Kerber Meeting Room on the same day

## **24. Sign Code Waiver Request – Trinity CRC Church, 144 Lawrence Road**

**MOTION:** To approve/not approve the request of the Trinity CRC Church, 144 Lawrence Road to conduct a community flea market on Saturday, June 14 and permit limited event advertising signage on the Township's properties as approved by the Code Enforcement Department both subject to the provisions outlined in Section 300-115 of the Township Code.

## **25. Other Business**

- Township Building HVAC Replacement Project
- PHCC Club House Roof Replacement and Building Facade Project.
- Summer Township Newsletter
- Various Board & Commission vacancies

## **26. Adjourn**

# Resolution No. 3545

**RESOLVED**, that the Board of Commissioners of the Township of Marple, County of Delaware, Pennsylvania, hereby authorize transfers to be made in the General Fund between the following accounts for the month of May 2014 :

<u>Transfer From</u>	<u>Transfer To</u>	<u>Account Name</u>	<u>Transfer Amount</u>
001-0403-1400-000-0000	001-0403-3520-000-0000	Liability & Other Insurance	\$ 3,078.00
001-0403-1141-000-0000	001-0403-1140-000-0000	Tax Collector Salary	\$ 500.00
001-0410-2400-000-0000	001-0410-7500-000-0000	Capital Equip. - Technology	\$ 412.55
001-0430-2450-000-0000	001-0430-2100-000-0000	Office Supplies	\$ 111.47
			<u>\$ 4,102.02</u>

**RESOLVED**, this 9th day of June, 2014.

**TOWNSHIP OF MARPLE  
BOARD OF COMMISSIONERS**

By:

\_\_\_\_\_  
Michael K. Molianro, President  
Board of Commissioners

ATTEST:

\_\_\_\_\_  
Sharon L. Angelaccio  
Township Secretary

# Resolution No. 3546

**RESOLVED**, that the Board of Commissioners of the Township of Marple, County of Delaware, Pennsylvania, hereby authorize transfers to be made in the Refuse Fund between the following accounts for the month of May 2014:

<u>Transfer From</u>	<u>Transfer To</u>	<u>Account Name</u>	<u>Transfer Amount</u>
004-0427-2200-000-0000	004-0427-2610-000-0000	Computer Software	\$ 201.53
			<u>\$ 201.53</u>

**RESOLVED**, this 9th day of June, 2014.

**TOWNSHIP OF MARPLE  
BOARD OF COMMISSIONERS**

By:

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Michael K. Molinaro, President  
Board of Commissioners

ATTEST:

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Sharon L. Angelaccio  
Township Secretary

RESOLUTION NO. 3547

**WHEREEAS**, the Preliminary/Final Subdivision Plan filed by Pennfield Properties LP for the property located at 2609 Sunset Blvd., Broomall, PA 19008 prepared by Mullin Engineering, LLC dated January 31, 2014 last revised May 7, 2014 to subdivide a 8,459 sq.ft. parcel from an existing 17,486 sq.ft. property, and

**WHEREAS**, the Delaware County Planning Commission at their Meeting held on February 20, 2014 recommended approval of the Preliminary/Final Plan, and

**WHEREAS**, the Marple Township Planning Commission at their Meeting held on March 6, 2014 recommended approval of the Preliminary/Final Plan with the following conditions:

1. That the applicant satisfy all comments noted in the Township Engineer's letter dated February 28, 2014.
2. If there is a change in the lot line and impervious coverage the provisions would be that the property will be in conformance and meet setback standards.
3. That the plan will show that the driveway will be flipped to the opposite side.

**WHEREAS**, the Township Engineer in their review letter dated April 18, 2014 approved the Preliminary/Final Subdivision Plan with the condition that the applicant address all items in said letter, and

**NOW, THEREFORE BE IT RESOLVED**, that the Preliminary/Final Subdivision Plan filed by Mullin Engineer, LP for the property located at 2609 Sunset Drive, Broomall, PA dated January 31, 2014 last revised May 7, 2014 be considered approved subject to the following conditions:

1. Compliance with all outstanding comments in Engineer's review letter dated April 18, 2014.
2. Compliance with the Marple Township Planning Commission recommendations contained in their March 6, 2014 Meeting.

The Township Solicitor is hereby directed to prepare a Land Development/Subdivision Agreement in accordance with the Township Land Development Ordinance, which upon completion thereof, the proper Township Officials are authorized to execute on behalf of the Township.

**Resolved, this 9th Day of June, 2014.**

TOWNSHIP OF MARPLE  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Michael Molinaro, President

Attest: \_\_\_\_\_  
Sharon L. Angelaccio, Township Secretary

RESOLUTION NO. 3548

**WHEREEAS**, the Preliminary/Final Subdivision Plan for plan filed by Zuehl-Baker & Lagos for the property located at 1140-1150 Cedar Grove Road Broomall PA prepared by G.D.Houtman & Sons dated February 24, 2014 last revised May 12, 2014 to relocate an existing property Line between 1140-1150 Cedar Grove Road, and

**WHEREAS**, the Delaware County Planning Commission at their Meeting held on April 17, 2014 recommended approval, and

**WHEREAS**, the Marple Township Planning Commission at their May 1, 2014 Meeting recommended approval, and

**WHEREAS**, the Township Engineer in their review letters dated April 29, 2014 recommended approval subject to the condition that the applicant address all outstanding comments in said letter.

**NOW, THEREFORE BE IT RESOLVED**, that the Preliminary/Final Subdivision Plan located at 1140-1150 Cedar Road Broomall, PA prepared by G.D.Houtman & Sons dated February 24, 2014 last revised May 12, 2014 to relocate an existing property line between 1140 and 1150 Cedar Grove Road be considered approved.

**Resolved this 9th day of June, 2013.**

Township of Marple  
Board of Commissioners

\_\_\_\_\_  
Michael K. Molinaro, President

Attested: \_\_\_\_\_

Sharon Angelaccio  
Township Secretary

**Bid Tabulation  
Township of Marple**

**June 4, 2014**

**Contract #5 Sale of Used Township Vehicles**

Bidder	BB/Check	Vehicle 1	Vehicle 2	Vehicle 3	Vehicle 4	Total Vehicles Bid	Total Amount
Police Car Stores Bala Cynwyn, PA	C.C. 351.00	3509.	N/B	N/B	N/B	1	\$3509.00
K & F Wholesales, Inc. Phila. PA	C.C. 160.00	1117.	237.	237.	N/B	3	\$1591.00
Jersey 1 Auto Sales	C.C. 400.00	3633.	N/B	N/B	N/B	1	\$3633.00
Mark Irvello Broomall, PA	C.C. 275.00	N/B	275.	N/B	N/B	1	\$275.00
Yousef Dabbagh Friends Auto Sales Island Lake, IL	C.C. 430.00	4268.	N/B	N/B	N/B	1	\$4268.00

TOWNSHIP OF MARPLE  
227 S. Sproul Road  
Broomall, PA 19008  
610-356-4040 Fax 610-356-8751

APPROVED/REJECTED

Signature of Inspector/ Date

Permit Fee: \$ 225<sup>00</sup>  
Ucc Fee: 400  
CO Fee: \_\_\_\_\_  
TOTAL: \$ 229<sup>00</sup>

Folio #: 25000 \_\_\_\_\_

DATE: 5-19-2014 PERMIT NUMBER: \_\_\_\_\_ ZONING DISTRICT: \_\_\_\_\_ SURVEY DATE: \_\_\_\_\_

Is property on Historical Resource List? Y N Historical Commission \_\_\_\_\_

Building Permit/General \_\_\_\_\_ Plumbing \_\_\_\_\_ Electrical \_\_\_\_\_ Mechanical \_\_\_\_\_ Sprinkler \_\_\_\_\_

Low Voltage Wiring \_\_\_\_\_ Accessory Structure \_\_\_\_\_ Pod/Temp.Stor.Unit \_\_\_\_\_ Other \_\_\_\_\_ Accessibility \_\_\_\_\_

Property Owners Information: Name: Bob Gow

Address: 21006 Highland Ave Broomall

Property Location: 21006 Highland Ave Broomall Phone Number: 610-357-3300

Give definite particulars as to work proposed and materials used. For additions please attach plot plan and building details on 8x11 sheet of paper. For fencing permits you need to have your property surveyed.

Extending ~~entrance~~ to driveway and Apron to 22-ft wide.

6" Stone, reinforced wire and 6" concrete with depressed curb.

Mill and overlay driveway. Driveway to stay same size.

Project Cost: 9,000

Date of Commencing: \_\_\_\_\_

Notwithstanding the issuance of this permit, all provisions of the Building and Zoning Codes must be complied with, whether specified herein or not. Certified copies of all contracts must be presented in conjunction with permit application. Further, the department of Code Enforcement has the right to conduct a re-evaluation of cost at completion of the project or prior to issuance of Certificate of Occupancy, when deemed necessary. Construction sites must be kept clean at all times. Overflowing dumpsters and unkempt sites will result in permits being revoked. Signs are only allowed 2 days prior to construction and 48 hours after completion of work.

Contractor Information: Building/General Kane Paving & Sealcoating Inc. ID# \_\_\_\_\_

Address: 1505 Steel Rd. Havertown Phone Number: 610-924-9300

ELECTRICAL: \_\_\_\_\_ ID# \_\_\_\_\_ Phone #: \_\_\_\_\_

PLUMBER: \_\_\_\_\_ ID# \_\_\_\_\_ Phone #: \_\_\_\_\_

MECHANICAL: \_\_\_\_\_ ID# \_\_\_\_\_ Phone #: \_\_\_\_\_

SPRINKLER: \_\_\_\_\_ ID# \_\_\_\_\_ Phone #: \_\_\_\_\_

PROPERTY OWNER'S SIGNATURE: [Signature]

DATE: 5/16/14

CONTRACTOR'S SIGNATURE: [Signature] PA# Pr-019734

DATE: 5/16/14

Township of Marple  
227 S. Sproul Road  
Broomall, PA 19008

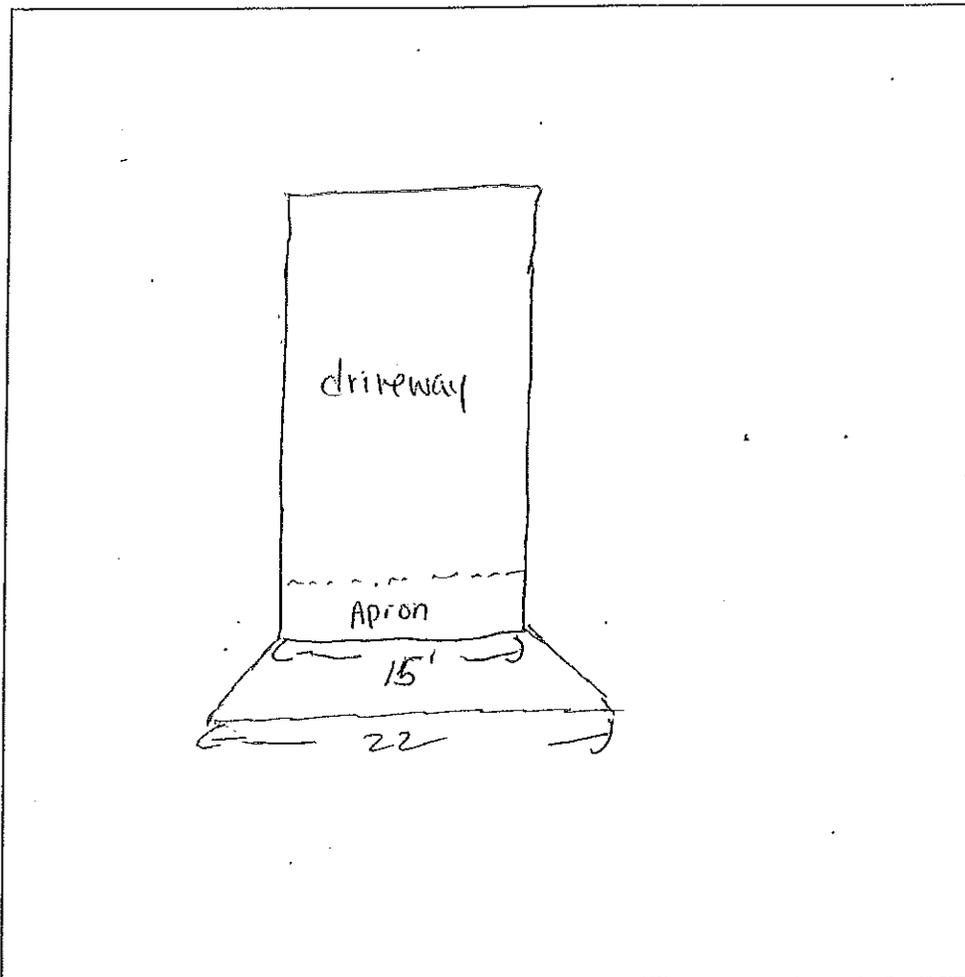
Phone: 610-356-4040  
Fax: 610-356-8751

## PLOT PLAN

Owners Name Bob Gow Address 21006 Highland Ave

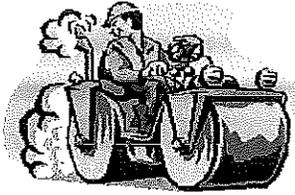
Applicant must draw a sketch of house and any outbuildings, pools, driveways, patios, decks, walkways, garages, sheds or any other impervious coverage on the lot with the dimensions of each, existing or to be erected, and indicated dimensions from each building to each property line and between buildings.

Rear Property Line



Front Property Line

Applicant's Signature [Signature]



**Kane Paving & Sealcoating, Inc.**  
**1505 Steel Road**  
**Havertown, Pennsylvania**  
**610-924-9366**

May 16, 2014

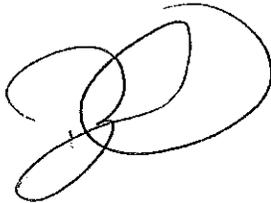
To Joe Romano Director of Code Enforcement  
Re: John Congacre

Please consider our petition to extend concrete apron to 22 ft wide at 2606 Highland Ave  
Broomall on behalf of the homeowner Bob Gow.

Thank You

Elena Kane

  
Bob Gow



TOWNSHIP OF MARPLE  
227 S. Sproul Road  
Broomall, PA 19008  
610-356-4040 Fax 610-356-8751

APPROVED/REJECTED

Signature of Inspector/ Date

Permit Fee: \$ 150.00  
Ucc Fee: 4.00  
CO Fee: \_\_\_\_\_  
TOTAL: \$ 154.00

Folio #: 25000 \_\_\_\_\_

DATE: 5-20-2014 PERMIT NUMBER: \_\_\_\_\_ ZONING DISTRICT: \_\_\_\_\_ SURVEY DATE: \_\_\_\_\_

Is property on Historical Resource List? Y N Historical Commission \_\_\_\_\_

Building Permit/General \_\_\_\_\_ Plumbing \_\_\_\_\_ Electrical \_\_\_\_\_ Mechanical \_\_\_\_\_ Sprinkler \_\_\_\_\_  
Low Voltage Wiring \_\_\_\_\_ Accessory Structure \_\_\_\_\_ Pod/Temp.Stor.Unit \_\_\_\_\_ Other \_\_\_\_\_ Accessibility

Property Owners Information: Name: 2835 Equity Associates (Jeff Doyle)

Address: 2835 West Chester Pike, Broomall PA 19008

Property Location: 2835 West Chester PK Phone Number: 610-356-5000

Give definite particulars as to work proposed and materials used. For additions please attach plot plan and building details on 8x11 sheet of paper. For fencing permits you need to have your property surveyed.

Repairing and expanding entrance + exit to parking lot.

Project Cost: 6,000 Estimate

Date of Commencing: 6/15/14

Notwithstanding the issuance of this permit, all provisions of the Building and Zoning Codes must be complied with, whether specified herein or not. Certified copies of all contracts must be presented in conjunction with permit application. Further, the department of Code Enforcement has the right to conduct a re-evaluation of cost at completion of the project or prior to issuance of Certificate of Occupancy, when deemed necessary. Construction sites must be kept clean at all times. Overflowing dumpsters and unkempt sites will result in permits being revoked. Signs are only allowed 2 days prior to construction and 48 hours after completion of work.

Contractor Information: Building/General Tashorrell Construction Inc ID# \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: 610-789-4677

ELECTRICAL: \_\_\_\_\_ ID# \_\_\_\_\_ Phone #: \_\_\_\_\_

PLUMBER: \_\_\_\_\_ ID# \_\_\_\_\_ Phone #: \_\_\_\_\_

MECHANICAL: \_\_\_\_\_ ID# \_\_\_\_\_ Phone #: \_\_\_\_\_

SPRINKLER: \_\_\_\_\_ ID# \_\_\_\_\_ Phone #: \_\_\_\_\_

PROPERTY OWNER'S SIGNATURE: [Signature] DATE: 5/19/14

CONTRACTOR'S SIGNATURE: \_\_\_\_\_ PA# \_\_\_\_\_ DATE: \_\_\_\_\_

2835 Equity Associates, L.P.  
2835 West Chester Pike, Suite 1  
Broomall, PA 19008  
610-356-5800

May 10, 2014

Mr. Anthony T. Hamaday  
Marple Township  
227 Sprout Road  
Broomall PA 19008

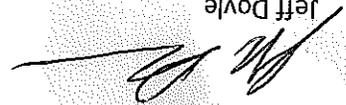
Dear Mr. Hamaday,

I am writing this letter to get approval to repair and expand the entrance and exit at 2835 West Chester Pike. The existing apron is damaged and needs to be replaced, in addition to replacing them they need to be expanded as the current width does not adequately allow enough room for trucks and cars to enter and exit. The grass area adjacent to the existing apron has been destroyed and is basically all mud due to this issue.

We would like to expand the entrance at James road approximately 5 feet towards West Chester Pike (exhibit 1 attached). We would like to expand the exit at N. Manor Road approximately 6 feet towards West Chester Pike (exhibit 2 attached).

Thank you for your time and consideration regarding this matter. If you have any questions you can reach me at my office 610-707-4210 or on my cell phone 610-715-4275.

Sincerely,



Jeff Doyle

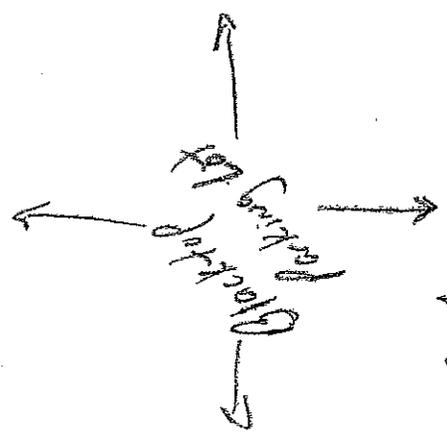
Partner

2835 Equity Associates, L.P.

Exhibit 1

JAMES RD. (Side)  
(\* Extended proposed areas)

- Replace apron 11' x 12'
- Extend apron & depressed curb an additional 5 1/2 ft
- Install approx 12' offset of curbing



Existing Curb

Concrete

New curb 18 ft. offset approx 8' from existing curb

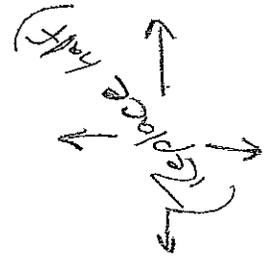
Revised curb 12 ft. offset

Grass Area

Mud Area from cars driving thru

New apron - 5 1/2 x 11' new depressed curb

Existing Apron 22 x 12



12 FT

heel 12' curb

Depressed curb 22'

TO LIGHT W. CAKE

JAMES ROAD

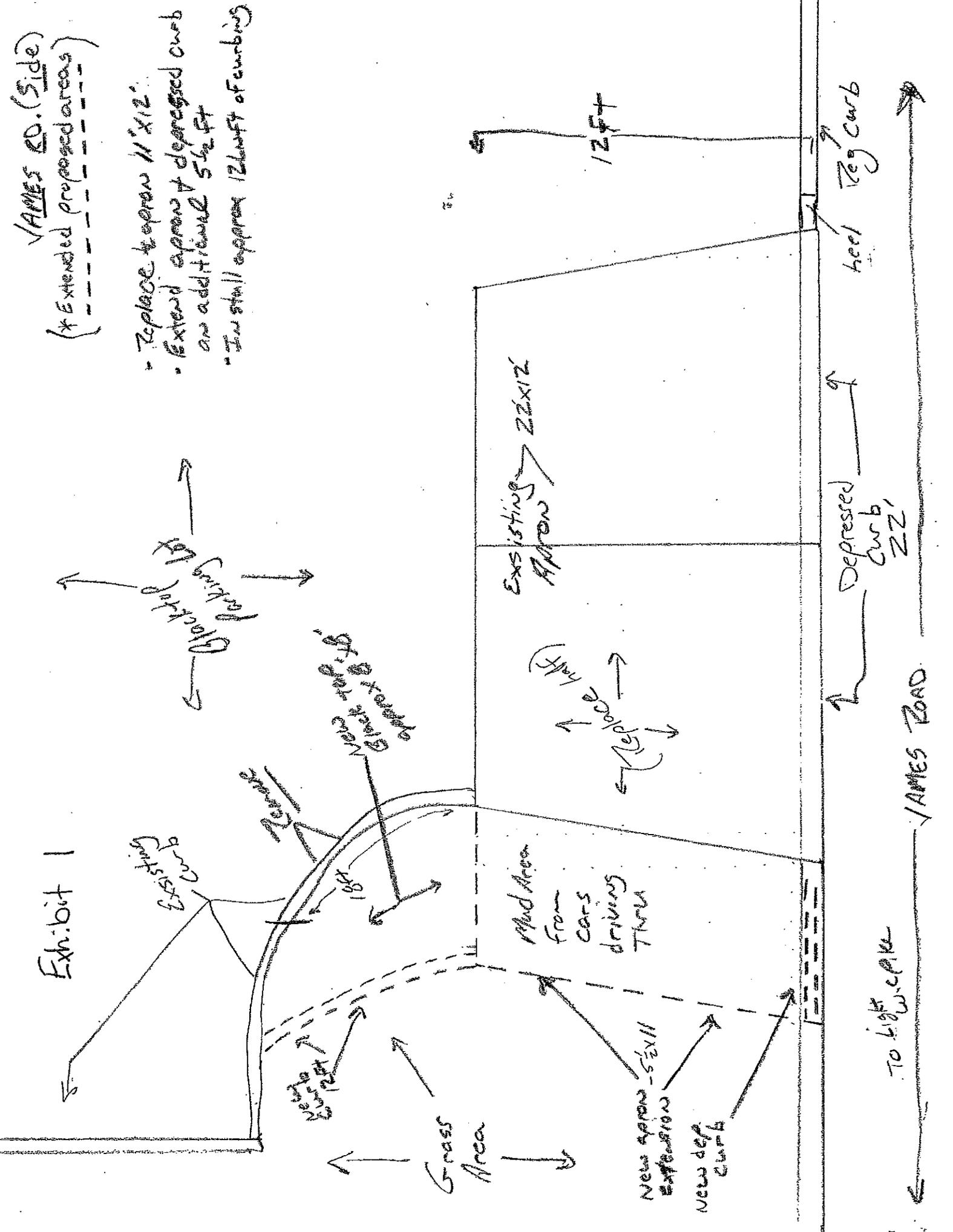
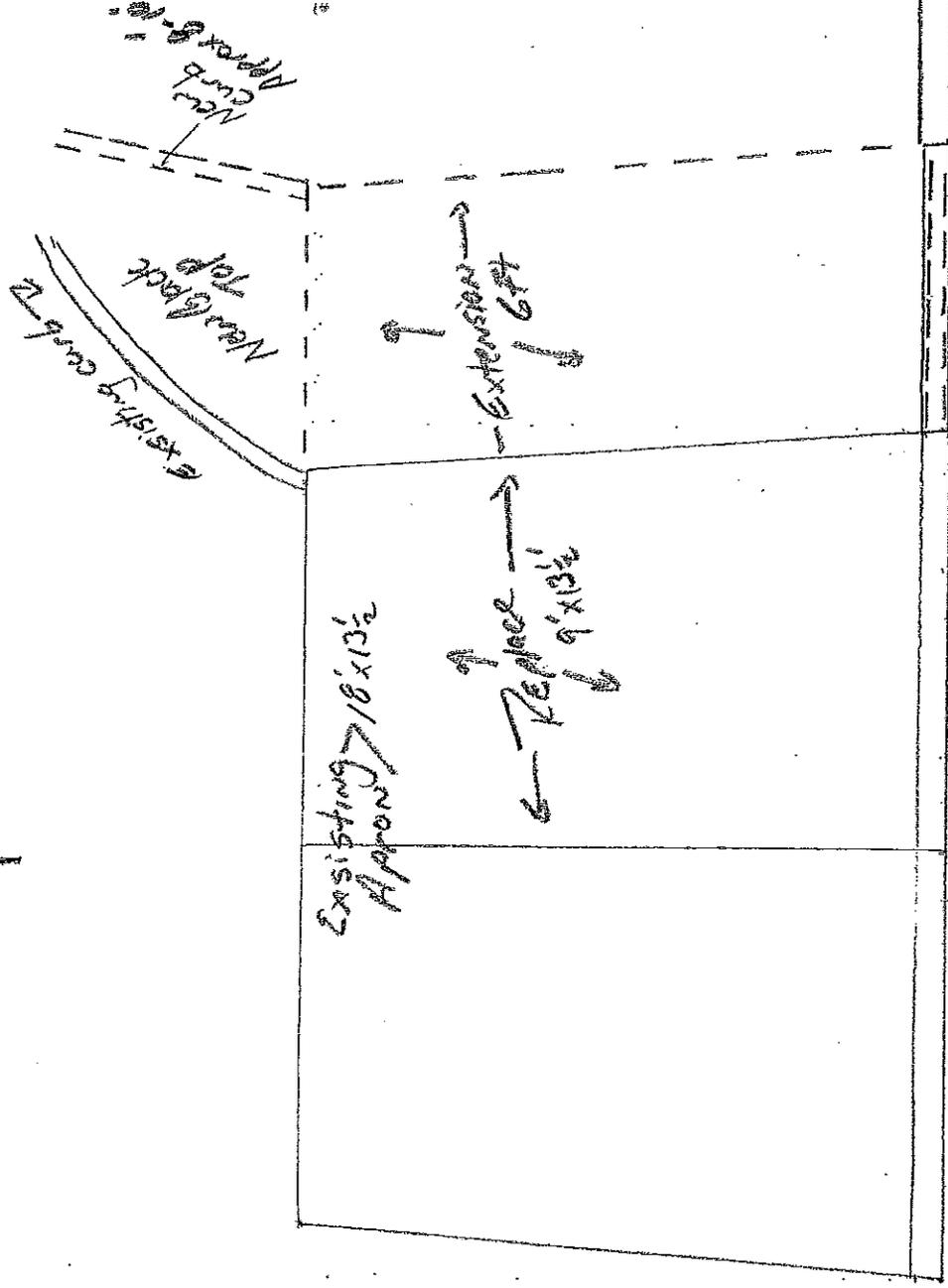


Exhibit 2

N. Manor Rd. (side)

9' back from lot



← N. Manor Rd → to W.C. Pike

**RESOLUTION #3549**  
**LEASE-PURCHASE NO. 001-0589847-304**  
**DATED AS OF June 3, 2014**

A resolution authorizing the negotiation, execution, and delivery of Lease-Purchase Agreement No. **001-0589847-304** dated **June 3, 2014** (the "Lease"), in the principal amount of **\$76,131.00**, between **Township of Marple, 227 South Sproul Road, Broomall, PA 19008** and **TCF Equipment Finance, Inc., 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305**; providing **3 Annual** lease payments of **\$26,059.29** each from legally available funds; and prescribing other details in connection therewith.

**WHEREAS**, Township of Marple, (the "Lessee") is a Municipalities duly organized and existing pursuant to the Constitution and laws of the Commonwealth of Pennsylvania; and

**WHEREAS**, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

**WHEREAS**, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in Exhibit A to the Lease is appropriate and necessary to the function and operations of the Lessee; and

**WHEREAS**, **TCF Equipment Finance, Inc.** (the "Lessor") is a Corporation duly organized, existing, and in good standing under the laws of the State of Minnesota, shall act as Lessor under said Lease; and

**WHEREAS**, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State or Commonwealth;

**NOW, THEREFORE, BE IT RESOLVED BY THE \_\_\_\_\_ OF LESSEE:**

Section 1. The \_\_\_\_\_ or \_\_\_\_\_ acting on behalf of Lessee, are hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before \_\_\_\_\_, which Lease is available for public inspection at the offices of Lessee.

Section 2. The Lease shall be in the principal amount of **\$76,131.00** bearing interest as set forth in Exhibit C of the Lease; said Lease to contain an option to purchase by the Lessee as therein set forth.

Section 3. The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the Commonwealth of Pennsylvania.

Section 4. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized.

Section 5. Lessee reasonably anticipates to issue not more than \$10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the current calendar year and hereby designates the Lease as a "qualified tax-exempt obligation" for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 6. This resolution shall take effect immediately upon its adoption and approval.

**ADOPTED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Lessee: Township of Marple

By: Michael Molinaro

Title: President  
Board of Commissioners



June 3, 2014

Township of Marple  
227 South Sproul Road  
Broomall, PA 19008

Re: Equipment Lease Number 001-0589847-304 Dated June 3, 2014

Dear Ed O'Lone:

Thank you for choosing TCF Equipment Finance, Inc. as your business partner. Enclosed are the required documents to complete your transaction.

Please express mail the signed documents to the following address:

TCF Equipment Finance, Inc.  
11100 Wayzata Blvd Suite 801  
Minnetonka, MN 55305  
Attn: Brenda Clark

We appreciate your business!

If you have any questions please contact:

Joe Sikorski  
(610) 966-8194

Jeanice Jenkins  
(317) 328-1161

Brenda Clark  
(952) 656-7521

## LEASE-PURCHASE AGREEMENT NO. 001-0589847-304

This LEASE-PURCHASE AGREEMENT ("Lease") is made and entered into as of June 3, 2014 by and between TCF Equipment Finance, Inc., 11100 Wayzata Boulevard, Suite 801, Minnetonka, Minnesota 55305 (herein called "Lessor") and Township of Marple, 227 S. Sproul Road, Broomall, PA 19008, (herein called "Lessee"), wherein it is agreed as follows:

- LEASE OF PROPERTY.** Subject to the terms and conditions hereof, Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor all the property described on Exhibit A hereto. The items of property described in Exhibit A, together with all replacement parts, repairs, additions and accessories incorporated therein or affixed thereto shall herein collectively be called the "Property." Lessee authorizes Lessor to add to any Property description, or make necessary corrections to, any serial numbers or other identification of the Property when known.
- ACCEPTANCE; TERM.** Lessee shall execute and deliver to Lessor a receipt certificate ("Receipt Certificate") in the form attached hereto as Exhibit B, which shall indicate that the Property has been accepted for use by Lessee and is satisfactory to Lessee for all purposes. This Lease will become effective upon the execution hereof by Lessee and Lessor, and shall terminate upon payment by Lessee of the last Rental Payment required to be made by it in accordance with Exhibit C thereto (the "Lease Term"), unless canceled or terminated earlier pursuant to Sections 5, 15 or 21 hereof.
- RENT.** Lessee agrees to pay to Lessor or its assignee the rental payments ("Rental Payments") in the amounts and at the times as set forth in Exhibit C. Rental Payments shall be due **Annually** commencing on the First Payment Date shown on Exhibit C and continuing on the same date of each year thereafter until fully paid unless terminated earlier pursuant to Section 5, 15 or 21 hereof. Lessee authorizes Lessor to fill in the First Payment Date on Exhibit C based on the date that Lessor disburses funds to the Vendor (as defined below) based on receipt of an executed Receipt Certificate from the Lessee. A portion of each Rental Payment is paid as and represents the payment of interest as set forth in Exhibit C. The Rental Payments will be payable for the Lease Term in dollars (U.S.), without notice or demand at the office of Lessor (or such other place as Lessor or its assignee may designate from time to time in writing). In the event any payment by Lessee hereunder is received by Lessor or its assignee later than ten (10) days from the due date, Lessee shall pay Lessor on demand as a late fee, computed at the rate of up to ten per cent (10%) of such overdue amount, limited, however, to the maximum amount allowed by law. **EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 5 HEREOF, THE RENTAL PAYMENTS WILL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND WILL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.** Lessor may terminate this Lease at any time prior to receipt of Lessee's Receipt Certificate hereunder if Lessor determines in its sole discretion that (i) any written representation made to it by Lessee proves to have been false or misleading in any material respect when made, (ii) subsequent to the making of any such representation there has occurred a material change such that any such representation as made is not true and correct, (iii) any event which would constitute a default under the Lease has occurred, or (iv) there has been a substantial and material change in Lessee's financial condition or operations which has a material adverse effect on Lessee's creditworthiness.
- DELIVERY; PAYMENT OF PROPERTY COST; COSTS.** The Property will be delivered to Lessee by the supplier thereof (the "Vendor") at Lessee's address above or such other location specified in Exhibit A (the "Property Location"). Lessee shall promptly pay all costs, charges, expenses and obligations of every kind and nature incurred by or on behalf of Lessor regarding the importation, shipment, delivery, possession, use, lease, tax treatment, return, repossession, storage and transfer of any item of Property. Upon Lessor's receipt of the Receipt Certificate for the Property and any other documentation required by Lessor, Lessor will pay or cause to be paid the costs of such Property to the

Vendor therefor. In addition, Lessee agrees to pay Lessor a fee, in an amount determined by Lessor, not to exceed the maximum amount from time to time permitted by applicable law, for any check or automatic payment withdrawal request that is returned to Lessor because of insufficient funds available in Lessee's account or a stop payment. If Lessee fails to pay any tax, fee, charge or other amount described in this paragraph within thirty (30) days of Lessee's receipt of a written request from Lessor to do so, Lessor may, in its discretion pay any such tax, fee, charge or other amount described in the written request and Lessee shall reimburse Lessor therefor on demand..

5. **TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.** This Lease shall not constitute an indebtedness of Lessee within the meaning of any constitutional or statutory limitation on the manner, form, or amount of indebtedness that may be incurred by Lessee. Lessee is a political subdivision or agency of the Commonwealth of Pennsylvania with Lessee's fiscal year ending on December 31 of each calendar year. If Lessee does not appropriate sufficient funds to continue making the Rental Payments required under this Lease for any of Lessee's fiscal years subsequent to the one in which the Lease is executed, then this Lease shall be terminated effective upon expiration of the last fiscal year in which sufficient funds to pay Lessee's obligations under this Lease were appropriated by Lessee and Lessee shall not, in this sole event, be obligated to make any further payments due beyond said fiscal year. Lessee warrants that the necessary funds shall have been appropriated for all of the Rental Payments for Lessee's current fiscal year. Lessee shall give Lessor immediate notice of Lessee's intent to terminate this Lease under this Section 5, which notice shall contain the termination date (which shall be the end of the last of Lessee's fiscal years for which appropriations for the Rental Payments were made) (the "Termination Date") and Lessee shall comply with the provisions of Section 22 of this Lease. In the event of an early termination of this Lease under this Section, all obligations of Lessee to make Rental Payments which would otherwise be due hereunder after the Termination Date shall cease.

6. **LESSOR DISCLAIMER OF WARRANTIES.** LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE WITH RESPECT TO, OR ANY OTHER MATTER CONCERNING, THE PROPERTY AND EXPRESSLY DISCLAIMS ANY SUCH WARRANTIES OR ANY OTHER WARRANTIES IMPLIED BY LAW. LESSOR MAKES NO WARRANTIES WITH RESPECT TO ANY PATENT, COPYRIGHT, TRADEMARK, TRADE NAME OR TITLE RELATING TO THE PROPERTY OR LESSEE'S RIGHTS TO ANY SUCH INTELLECTUAL PROPERTY. LESSEE HEREBY WAIVES ANY CLAIM IT MIGHT HAVE AGAINST LESSOR FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY THE PROPERTY OR BY ANY DEFECT THEREIN, OR BY THE USE OR MAINTENANCE OF, OR SERVICING OR ADJUSTMENT TO, THE PROPERTY AND, AS TO LESSOR, LEASES THE PROPERTY AS-IS AND WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. LESSOR WILL NOT BE LIABLE FOR ANY LOSS OR INTERRUPTION OF OR DAMAGE TO LESSEE'S BUSINESS ON ACCOUNT OF ANY MECHANICAL FAILURE OR DELAY IN CONNECTION WITH THE FURNISHING OR USE OF THE PROPERTY. Lessee acknowledges that Lessor is not a dealer or manufacturer of Property of any kind and is not the seller of the Property, and that each unit of Property is of a type, size, design and capacity selected solely by Lessee. Lessee also acknowledges that Lessor supplies the Property without any obligation to install, test, erect, service or maintain the Property. If the Property is not properly installed, does not operate as represented or warranted by the manufacturer or seller thereof, or is unsatisfactory for any reason, Lessee shall make any claim on account thereof solely against the manufacturer or seller and no such occurrence shall relieve Lessee of any of its obligations under this lease. The only warranty applicable to any Property is the manufacturer's warranty, if any (in the case of new Property) and Lessor makes no warranty to Lessee. Lessee acknowledges receipt of the manufacturer's warranty with respect to any new Property. So long as Lessee is not in default under this lease, Lessor assigns to Lessee any manufacturer's, seller's or other warranty, whether express or implied, on the Property and any claim that Lessor may have as owner of the Property against the manufacturer or supplier or any other person. All claims or actions on any warranty shall be made or prosecuted by Lessee, at its sole expense, and Lessor shall have no obligation whatsoever to make any claim on such warranty. Lessor is not liable for any modification, breach or rescission of any warranty or service agreement. Any agreement that Lessee may have with any third party, including any manufacturer or vendor, relating to services shall be separate and distinct from this lease and Lessor shall not have any obligations

thereunder. Lessee agrees that Lessor assumes no liability for and makes no representation as to the treatment by Lessee of this lease, the Property or the rent payments for financial statement or tax purposes..

7. **TITLE; SECURITY INTEREST.** During the Lease Term title to the Property shall vest in Lessee, subject to Lessor's rights under Sections 5 and 22 of this Lease. To secure the payment of the Rental Payments and any and all liabilities, direct, indirect, absolute, contingent, due or to become due or existing or hereafter arising of Lessee to Lessor, Lessee grants to Lessor as the secured party a security interest in and to all Property described in Exhibit A, together with all additions, attachments, accessions, substitutions and proceeds with respect thereto and Lessor shall retain its security interest in the Property until the Lease Term shall expire. Lessee agrees that Lessor may file such financing statements or other instruments necessary to perfect such security interest under State law. Notwithstanding anything contained in the Lease to the contrary, Lessee and Lessor hereby agree and acknowledge that with respect to the Equipment covered by this Lease, Lessee's interest shall be that of owner and holder of legal title and Lessor's interest shall be that of a secured party with a first perfected security interest.

8. **PERSONAL PROPERTY.** The Property is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at its expense, furnish a landlord or mortgagee waiver with respect to the Property.

9. **USE; REPAIRS.** Lessee will use the Property in a careful manner for the use contemplated by the manufacturer of the Property and shall comply with all laws, ordinances, insurance policies and regulations relating thereto, and will pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance. Lessee, at its expense, will keep the Property in good repair and will furnish all parts, mechanisms and devices required therefor. If the Property is such as is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement with a party satisfactory to Lessor.

10. **ALTERATIONS.** Lessee will not make any alterations, additions or improvements to the Property without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Property.

11. **LOCATION; INSPECTION.** The Property will not be removed from, or if the Property consists of rolling stock its permanent base will not be changed from, the Property Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Property Location or elsewhere during reasonable business hours to inspect the Property or observe its use and operation.

12. **LIENS AND TAXES.** Lessee shall keep the Property free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Property, excluding, however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes for which Lessee is responsible or liable under this Lease, Lessee shall, upon demand, reimburse Lessor as additional rent the amount of any such charges or taxes plus interest thereon at the rate of 18% per annum or the highest rate allowed by law, whichever is less, to the date of said reimbursement.

13. **RISK OF LOSS; DAMAGES; DESTRUCTION.** Lessee assumes all risk of loss of or damage to the Property from any cause whatsoever, and no such loss of or damage to the Property shall relieve Lessee of the obligation to make Rental Payments or to perform any other obligation under this Lease. In the event of damage to any item of Property, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of the Property is lost, stolen, destroyed or damaged beyond repair Lessee, at its option, will either: (a) replace the same with like Property in good repair, or (b) on the next Rental Payment date pay Lessor; (i) all amounts owed by Lessee under this Lease, including the Rental Payment due on such date; and (ii) an amount

equal to the applicable Purchase Option Price set forth in Exhibit C. In the event that less than all the Property has been lost or destroyed, Lessor and Lessee shall substitute revised Exhibits A and C into this Lease by appropriate endorsement.

14. **INSURANCE.** Lessee shall obtain and maintain on or with respect to the Property at its own expense (a) liability insurance insuring against liability for bodily injury and property damage with a minimum limit of **\$1,000,000.00** combined single limit or such greater amount as may be as may be prescribed by any applicable state law specifying minimum insurance requirements, and (b) physical damage insurance insuring against loss or damage to the Property in an amount not less than the full replacement value of the Property, but in no event will the insurance limits be less than the amount of the then applicable Purchase Option Price as provided in Section 15 below. Lessee shall furnish Lessor with a certificate of insurance evidencing the issuance of a policy or policies to Lessee in at least the minimum amounts required herein naming Lessor as an additional insured thereunder for the liability coverage and as loss payee for the property damage coverage. Each such policy shall be in such form, including a maximum deductible, and with such insurers as may be satisfactory to Lessor, and shall contain a clause requiring the insurer to give to Lessor at least 30 days' prior written notice of any alteration in the terms of such policy or the cancellation thereof, and a clause specifying that no action or misrepresentation by Lessee shall invalidate such policy. Lessor shall be under no duty to ascertain the existence of or to examine any such policy or to advise Lessee in the event any such policy shall not comply with the requirements hereof. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks or drafts for loss or damage under any such insurance policy. In the event Lessee fails to procure, maintain, pay for or provide Lessor with evidence of the insurance required by this lease, or to pay any fees, assessments, charges or taxes as required in this lease, Lessor shall have the right, but not be obligated, to obtain insurance covering Lessor's interest in the Property from an insurer of Lessor's choice, or pay said fees, assessments, charges and taxes, as the case may be. In that event, Lessee shall reimburse Lessor upon demand for the cost thereof, together with interest until paid at the rate of 18% per annum or the maximum rate allowable by law, whichever is less, and failure to pay the same shall constitute an Event of Default under this lease. **NOTHING IN THIS LEASE WILL CREATE AN INSURANCE RELATIONSHIP OF ANY TYPE BETWEEN LESSOR AND ANY OTHER PERSON.**

15. **PURCHASE OPTION.** On each Rental Payment due date, Lessee shall have an option to purchase the Property for an amount equal to the Rent Payment due on such date plus the Purchase Options Price set forth in each Exhibit C. Lessee's right hereunder shall be conditioned upon Lessee's having performed all terms and conditions hereof in a timely fashion and no Event of Default shall have occurred either during the term of the Lease nor at the time this option to purchase is sought to be exercised. At such time as Lessee shall have fully paid the total Rental Payments for the entire Lease Term and Lessee shall have fully paid and performed all other obligations hereunder and provided no Event of Default has occurred and is continuing, Lessee shall be deemed to have exercised such purchase option, whereupon title to the Property shall remain vested in Lessee and Lessor shall transfer any and all of its right, title and interest in the Property to Lessee as is, where is, without warranty, express or implied, except Lessor will warrant to Lessee that the Property is free and clear of any liens created by Lessor. .

16. **LESSEE CERTIFICATION.** Lessee warrants that it is a state, or a political subdivision thereof, within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code") and the related treasury regulations and rulings thereunder, or the District of Columbia, and that this lease has been duly authorized, approved, executed and delivered and is a valid and binding contract of Lessee, enforceable against Lessee in accordance with its terms, such that those amounts designated as interest in Exhibit C, will qualify for exclusion from gross income of Federal income taxes by Lessor, its assignees, and any participants with such, under Section 103 of the Code. Lessee further warrants that during the Lease Term, the Property will be used by Lessee only for the purpose of performing governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than Lessee and that the Rent Payments due hereunder do not constitute debt on the part of Lessee within the meaning of the laws of the Commonwealth of Pennsylvania.

In the event that Lessee is not a state or political subdivision thereof within the meaning of Section 103 of the Code, or if for any reason the usage of the Property would cause any interest payment hereunder to lose its exemption from Federal taxation, or if Lessee fails to comply with the information reporting requirements of Section 149(e) of the Code or if Lessee fails to keep a record of all assignments of the Lease pursuant to Section 149(a) of the Code, then Lessee agrees to pay Lessor, its assignees, and any participants with such, an additional amount which, together with the amount of interest to be paid by Lessee under this Lease, puts Lessor, its assignees, and any participants with such, in the same after-tax position they would have been had such payments been exempt from taxation under Section 103 of the Code.

17. **LESSEE NEGLIGENCE.** Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Property and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

18. **ESSENTIAL USE.** It is Lessee's intent to make Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that: (a) the use of the Property is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens, (b) Lessee has an immediate need for and expects to make immediate use of substantially all the Property, which need is not temporary or expected to diminish in the foreseeable future, and (c) the Property will be used by Lessee only for the purpose of performing one or more of its governmental or proprietary functions consistent with the permissible scope of its authority.

19. **ASSIGNMENT.** Without Lessor's prior written consent, Lessee will not assign, transfer, pledge, hypothecate or grant any security interest in or otherwise dispose of this Lease or the Property or any interest in this Lease or the Property.

Lessor, without the consent of Lessee, may assign its right, title and interest in and to this Lease, the Property and any other documents executed with respect to this Lease, and/or grant or assign a security interest in this Lease and the Property, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Any assignment or reassignment of any of Lessor's right, title or interest in this Lease or the Property shall be effective upon receipt by Lessee of a duplicate original of the counterpart document by which the assignment or reassignment is made, disclosing the name and address of each such assignee and, where applicable, to whom further payments hereunder should be made. With the written consent of Lessee, which consent will not be unreasonably withheld, Lessor may assign any interest in this Lease upon terms which provide that the assignor or assignee will act as a collection and paying agent for holders of certificates of participation in this Lease. Lessee agrees to acknowledge in writing any assignments if so requested. Lessee shall keep a written record of all assignments.

**LESSEE AGREES THAT UPON NOTICE OF SUCH ASSIGNMENT IT SHALL PAY DIRECTLY TO LESSOR'S ASSIGNEE ALL AMOUNTS WHICH BECOME DUE HEREUNDER.**

20. **EVENTS OF DEFAULT.** The term "Event of Default", as used in this Lease, means the occurrence of any one or more of the following events:

(a) Lessee fails to make any Rental Payment (or any other payment) as it becomes due in accordance with the terms of this Lease, and any such failure continues for ten (10) days after receipt of written notice thereof from Lessor;

(b) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after receipt of written notice thereof from Lessor;

(c) Any statement, representation, or warranty made by Lessee in this Lease or in any writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading, or erroneous in any material respect;

(d) Lessee becomes insolvent, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee of all or a substantial part of its assets, or a petition for relief is filed by Lessee under Federal bankruptcy, insolvency or similar laws; or a petition in a proceeding under any bankruptcy, insolvency or similar laws is filed against Lessee and is not dismissed within thirty (30) days thereafter.

21. **REMEDIES.** Upon the occurrence of an Event of Default, Lessor may, at its option, exercise any one or more of the following remedies:

(a) Lessor may declare all Rental Payments due in the current fiscal year of Lessee immediately due and payable, whereupon such Rental Payments shall be immediately due and payable.

(b) By written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the Property to Lessor in the manner set forth in Section 22 hereof, or Lessor, at its option, may enter upon the premises where the Property is located and take immediate possession of and remove the same;

(c) Sell or lease the Property or sublease it for the account of Lessee, holding Lessee liable for all Rental Payments and other payments due to the end of the fiscal year then in effect; the proceeds of such sale or lease shall be applied to the following items in the following order: first, to the payment of all costs and expenses of Lessor arising from the Event of Default; second, to the payment of the applicable Purchase Option Price; and third, to the payment of any Rental Payments then due and owing thereunder and

(d) Exercise any other right, remedy or privilege which may be available to it under applicable law including the right to (i) proceed by appropriate court action to enforce the terms of this Lease; ; and (ii) rescind this Lease as to any or all of the Property in accordance with applicable laws and procedures.

In addition, Lessee will remain liable for all covenants and indemnities under this Lease and if Lessor prevails in any action brought by Lessor against Lessee to enforce the terms of this Lease, Lessee shall be liable for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect thereto.

22. **TERMINATION PROCEDURE.** In the event Lessor is entitled under the provisions of this Lease, including any cancellation or termination hereof pursuant to Sections 5 and 21 hereof, to obtain possession of the Property, title to the Property shall immediately vest in Lessor and Lessee shall make the Property available to Lessor free of all liens and encumbrances in at least as good condition and repair as when delivered to Lessee, ordinary wear and tear resulting from proper use alone excepted. Lessee agrees, at its expense, to advise Lessor of the location or locations where the Property may be found, permit Lessor access to the Property, voluntarily relinquish possession of the Property to Lessor, deliver the Property to a reasonable location specified by Lessor, and fully cooperate with Lessor in all respects in the removal of and redelivery of the Property to Lessor. Lessee agrees to execute and deliver to Lessor all documents reasonably necessary to transfer legal and beneficial title to the Property to Lessor and to evidence the cancellation or termination of Lessee's interest in the Property.

23. **LAW GOVERNING AND CONSTRUCTION.** This lease shall in all respects be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania without giving effect to conflict of law provisions; provided that any interest and finance charges hereunder shall be governed by federal law and, to the extent applicable, the

substantive laws of the Commonwealth of Pennsylvania. Lessee hereby consents to jurisdiction and venue of the federal or state courts sitting in the Commonwealth of Pennsylvania for purposes of resolving all disputes of any nature whatsoever regarding the lease, or any transaction contemplated hereby, and Lessee hereby waives objection which it may now or hereafter have to the laying of jurisdiction or venue in the federal or state courts of Pennsylvania. Lessor and Lessee agree that a summons and complaint commencing an action or proceeding in any such court shall be properly served and shall confirm personal jurisdiction if served personally, by certified mail to it at its address designated pursuant to the lease, or as otherwise provided under the respective rules of the state or federal courts of Pennsylvania. Any provision of this lease which may be prohibited or unenforceable in any jurisdiction shall not, as to such jurisdiction, invalidate the remaining provisions hereof and shall not invalidate or render unenforceable such provision in any other jurisdiction. Lessee agrees that, at Lessor's sole election and determination, Lessor may select an alternative forum, including arbitration or mediation, to adjudicate any dispute arising out of this lease. **THE PARTIES HERETO, AFTER CONSULTING (OR HAVING HAD AN OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS LEASE, INCLUDING ANY LITIGATION REGARDING THE ENFORCEMENT OF THIS LEASE OR ANY RELATED AGREEMENTS**

24. **NOTICES AND ORIGINALS.** Any written notice hereunder to Lessee or Lessor shall be deemed to have been given when delivered personally or deposited in the United States mails, certified or registered mail, addressed to recipient at its address set forth above or at such other address as may be substituted therefor by notice given pursuant to the terms hereof. There shall be only one original counterpart of this lease and it shall bear the original signature of Lessor and be marked "Original." To the extent that this lease constitutes chattel paper (as that term is defined by the Uniform Commercial Code), a security or ownership interest intended to be created through the transfer and possession of this lease can be done only by the transfer of such original bearing the original signature of Lessor. Lessor, in its sole discretion, may permit Lessee to electronically copy and/or deliver by telecopier or other electronic means of transmission an executed counterpart of this lease, and any document, schedule, amendment, addendum, supplement or agreement related hereto or executed in connection herewith. By so copying and/or delivering any such document, Lessee hereby represents and agrees (a) that such transmission constitutes due delivery of such executed document, (b) that the counterpart of such executed document as printed by the recipient, including Lessee's signature thereon, shall be deemed to constitute an original and shall be admissible in any court or other legal proceeding as an original, and (c) to deliver to Lessor, promptly on request, such document bearing Lessee's original "wet ink" signature; provided that neither delivery nor failure to deliver the document bearing Lessee's original "wet ink" signature shall limit or modify the representations and agreements set forth in clauses (a) and (b).

25. **SECTION HEADINGS.** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

26. **DELIVERY OF RELATED DOCUMENTS.** Lessee will execute or provide, as requested by Lessor, annual budget and financial information and such other documents and information, including an opinion of Lessee's counsel as to the validity and enforceability of this Lease, as are reasonably necessary with respect to the transaction contemplated by this Lease.

27. **ENTIRE AGREEMENT; WAIVER.** This Lease, together with the exhibits attached hereto constitutes the entire agreement between the parties with respect to the lease of the Property. This Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of this Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Lease. The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach hereof.

28. **APPOINTMENT.** In compliance with Section 149(a) of the Internal Revenue Code of 1986, as amended, Lessee hereby designates Lessor to be its agent for the purposes of maintaining a book entry system identifying the ownership or interest in and to this Lease and Lessor hereby accept its duties as agent hereunder.

Lessor: TCF Equipment Finance, Inc.                      By: \_\_\_\_\_                      Title: \_\_\_\_\_

Lessee: Township of Marple                                      By: \_\_\_\_\_                                      Title: \_\_\_\_\_

## OPINION OF COUNSEL

(To be on Attorney's Letterhead)

Date:

Lessee: Township of Marple  
227 S. Sproul Road,  
Broomall, PA 19008

Lessor: TCF Equipment Finance, Inc.  
11100 Wayzata Boulevard, Suite 801  
Minnetonka, MN 55305

Re: Lease-Purchase Agreement No. 001-0589847-304, dated as of June 3, 2014, by and between Township of Marple and TCF Equipment Finance, Inc.

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the Lease-Purchase Agreement described above (the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and exhibit thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the Commonwealth of Pennsylvania (the "State") duly organized, existing and operating under the Constitution and laws of the State. The full, true and correct legal name of Lessee is \_\_\_\_\_.
2. The Uniform Commercial Code, as adopted in the State (the "UCC"), and no other statute of the State, governs the creation, perfection, priority or enforcement of a security interest created by Lessee
3. Lessee is authorized and has power under State law to enter into the Lease, and to carry out its obligations thereunder and the transactions contemplated thereby.
4. The Lease has been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
5. Lessee has no authority (statutory or otherwise) to terminate the Lease prior to the end of its term for any reason other than pursuant to the terms of Section 5 of the Lease.
6. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State and Federal laws.

7. The execution of the Lease and the appropriation of moneys to pay the payments coming due under the Lease do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

8. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of the Lease and the other documents described above; the appropriation of monies to make Rental Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

No opinion is being expressed herein on the tax consequences of the Lease to Lessor or the tax treatment of Rental Payments received by Lessor from Lessee under the Lease.

This opinion of counsel may be relied upon by TCF Equipment Finance, Inc. and its successors and assigns.

Very truly yours,

**EXHIBIT A**  
**TO LEASE-PURCHASE AGREEMENT NO. 001-0589847-304**  
**DATED AS OF June 3, 2014**

PROPERTY DESCRIPTION

Description (including features)	Location
<b>One (1) 2013 Case/LC 580SN T4 Backhoe Serial Number JJGN58SNEDC585752 together with all attachments and accessories thereto</b>	<b>227 South Sproul Road, Broomall, PA, 19008</b>
<b>Total Cost \$76,131.00</b>	

Lessee: Township of Marple

By: \_\_\_\_\_ Title: \_\_\_\_\_

**EXHIBIT B**  
**TO LEASE-PURCHASE AGREEMENT NO. 001-0589847-304**  
**DATED AS OF June 3, 2014**

RECEIPT CERTIFICATE

The undersigned Lessee under that certain Lease-Purchase Agreement No. 001-0589847-304, dated as of June 3, 2014, negotiated for the purpose of acquiring Property with TCF Equipment Finance, Inc, as Lessor, hereby acknowledges receipt in good condition of all of the Property described on Exhibit A to said Lease-Purchase Agreement and hereby certifies that the Property is satisfactory and in accordance with specifications.

Lessee authorizes Lessor to fill in the First Payment Date on Exhibit C based on the date that Lessor disburses funds to the Vendor.

Dated: \_\_\_\_\_

Lessee: Township of Marple

By: \_\_\_\_\_ Title: \_\_\_\_\_

**EXHIBIT E**  
**INSURANCE COVERAGE DISCLOSURE**  
**TO LEASE-PURCHASE AGREEMENT NO. 001-0589847-304**  
**DATED AS OF June 3, 2014**

RE: INSURANCE COVERAGE REQUIREMENTS

1. In accordance with the Lease-Purchase Agreement, Lessee certifies that it has instructed the insurance agent named below (please fill in name, address, and telephone number):

<b>Insurance Company Liability:</b>	<b>Agent Name:</b>	<b>Business Phone # Fax Phone #</b>
<b>Insurance Company Property:</b>	<b>Agent Name:</b>	<b>Business Phone # Fax Phone #</b>

to issue: (check to indicate coverage)

a. All Risk Physical Damage Insurance on the leased Property evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming TCF Equipment Finance, Inc and/or its assigns as Loss Payee.

Coverage Required: Termination Value Specified.

b. Public Liability Insurance evidenced by a Certificate of Insurance naming TCF Equipment Finance, Inc and/or its assigns as an Additional Insured.

Minimum Coverage Required:

\$1,000,000 per person  
 \$1,000,000 aggregate bodily injury liability  
 \$1,000,000 property damage liability.

Proof of insurance coverage will be provided to TCF Equipment Finance, Inc., 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305, prior to the time that the property is delivered to Lessee. Please fax a copy of the Certificate of Insurance or binder to Brenda Clark at (800) 844-3577.

Lessee: Township of Marple

By: \_\_\_\_\_ Title: \_\_\_\_\_

CERTIFICATE  
AS TO  
BANK QUALIFICATION

I, \_\_\_\_\_, do hereby certify that I am the duly elected or appointed and acting \_\_\_\_\_ of **Township of Marple** (Lessee), and that with respect to the Lease-Purchase Agreement No. **001-0589847-304** dated as of **June 3, 2014** (the Lease) by and between Lessee and **TCF Equipment Finance, Inc:**

1. Lessee hereby designates the Lease as a "qualified tax-exempt obligation" for purposes and within the meaning of Section 265(b) of the Internal Revenue Code of 1986, as amended (the Code), and treasury regulations promulgated thereunder.

2. The reasonably anticipated amount of tax-exempt obligations (other than obligations listed in Section 265(b)(3)(C)(ii) of the Code) which will be issued by Lessee during the current calendar year does not exceed \$10,000,000.

3. In no event will Lessee designate more than \$10,000,000 of obligations as "qualified tax-exempt obligations" during the current calendar year.

Dated: \_\_\_\_\_

Lessee: Township of Marple

By: \_\_\_\_\_ Title: \_\_\_\_\_

(Certificate to be used only for bank qualified transactions  
where the resolution does not make a bank qualified designation)

**CERTIFICATE OF INCUMBENCY**  
**LEASE-PURCHASE AGREEMENT NO. 001-0589847-304**  
**DATED AS OF June 3, 2014**

I, \_\_\_\_\_, do hereby certify that I am the duly elected or appointed and acting Clerk/Secretary of Township of Marple (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of Pennsylvania, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

NOTE: The Clerk or Secretary to the Board should sign unless that person is also the signor of the documents in which case the Board President or some other Officer of the District should execute this document.

## LESSEE'S FACT SHEET

Please fill in **ALL** of the following questions and return this form with the lease documents:

1. Name of Lessee: Township of Marple
  
2. Property location address: 227 South Sproul Road, Broomall, PA, 19008
  
3. County Property is located in:
  
4. COMPLETE BILLING ADDRESS: 227 South Sproul Road, Broomall, PA, 19008
  
5. Send bills to the ATTENTION of:
  
6. Most convenient billing date(s):
  
7. Name of person who issues payment:
  
8. Phone number of person in number 7:
  
9. Has ALL Property been delivered and in proper working order: (yes or no)
  
10. Tax ID number: 23-6000416
  
11. Fiscal year end:



**EXHIBIT C**  
**RENTAL PAYMENT SCHEDULE**  
**TO LEASE-PURCHASE AGREEMENT NO. 001-0589847-304**  
**DATED AS OF June 3, 2014**

First Payment Date: \_\_\_\_\_

Nominal Annual Rate: 2.680%

**CASH FLOW DATA**

Event	Amount	Number	Period
Lease Commencement	76,131.00	1	
Payment	26,059.29	3	Annual

**AMORTIZATION SCHEDULE - Normal Amortization**

	Rental Payment	Interest	Principal	Purchase Option Price
Lease Commencement				76,131.00
Due at Lease Commencement	26,059.29	0.00	26,059.29	51,073.14
One year after Lease Commencement	26,059.29	1,358.53	24,700.76	25,878.37
Two years after Lease Commencement	26,059.29	688.34	25,370.95	0.00
<b>Grand Totals</b>	<b>78,177.87</b>	<b>2,046.87</b>	<b>76,131.00</b>	

Lessee: Township of Marple

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT D**  
**LEASE-PURCHASE AGREEMENT NO. 001-0589847-304**  
**DATED AS OF June 3, 2014**  
**BETWEEN**  
**TCF Equipment Finance, Inc and Township of Marple**  
**STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS**

The above referenced contract is to provide financing for the purchase of Property rather than for the short-term rental of Property. For this reason, periodic payment amounts are calculated to amortize the full cost of the Property over the agreed payment term. Because we do not consider your repayment commitment to be a debt obligation, as that term would be defined by State constitution or regulations, the contract includes a non-appropriation clause and is subject to funds being encumbered for repayment on a fiscal year basis. This non-appropriation clause provides some risk that the Property will be returned during the life of the contract rather than being paid in full.

As evidence of your present intent to retain the Property throughout the scheduled term, we need a description of your understanding of the essential governmental use intended for the Property, together with an understanding of the sources from which payments will be made. To satisfy this requirement, please address the following points by completing this form:

1. a. What is the specific use of this Property?  
b. What increased capabilities will it provide?
2. Why is the Property essential to the operation of your organization?
3. a. Does the Property replace existing Property?  
b. If so, why is the replacement being made?
4. Why did you choose this specific Property or system configuration?
5. What is your estimate of the useful life of the Property to your operations?
6. What is the expected source of funds for payments due under the Agreement for the current fiscal and future fiscal years?

Lessee: Township of Marple

By: \_\_\_\_\_ Title: \_\_\_\_\_

**Information Return for Small Tax-Exempt  
 Governmental Bond Issues, Leases, and Installment Sales**

OMB No. 1545-0720

Under Internal Revenue Code section 149(e)

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

<b>Part I Reporting Authority</b>		Check box if Amended Return <input type="checkbox"/>	
1 Issuer's name Township of Marple		2 Issuer's employer identification number (EIN) 2 3 6 0 0 0 4 1 6	
3 Number and street (or P.O. box if mail is not delivered to street address) 227 South Sproul Road		Room/suite	
4 City, town, or post office, state, and ZIP code Broomall, PA 19008		5 Report number (For IRS Use Only)	
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information		7 Telephone number of officer or legal representative (610) 356-4040	

<b>Part II Description of Obligations</b> Check one: a single issue <input checked="" type="checkbox"/> or a consolidated return <input type="checkbox"/>	
8a Issue price of obligation(s) (see instructions)	8a \$76,131 00
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ▶	
9 Amount of the reported obligation(s) on line 8a that is:	
a For leases for vehicles	9a
b For leases for office equipment	9b
c For leases for real property	9c
d For leases for other (see instructions)	9d \$76,131 00
e For bank loans for vehicles	9e
f For bank loans for office equipment	9f
g For bank loans for real property	9g
h For bank loans for other (see instructions)	9h
i Used to refund prior issue(s)	9i
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j
k Other	9k
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ▶ <input checked="" type="checkbox"/>	
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ▶ <input type="checkbox"/>	
12 Vendor's or bank's name: TCF Equipment Finance, Inc.	
13 Vendor's or bank's employer identification number: 4 1 1 9 4 3 9 9 7	

**Signature and Consent**  
 Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

Signature of issuer's authorized representative \_\_\_\_\_ Date \_\_\_\_\_ Type or print name and title \_\_\_\_\_

<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶	Firm's EIN ▶			
	Firm's address ▶	Phone no.			

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**What's New**

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at [www.irs.gov/form8038](http://www.irs.gov/form8038). Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

**Who Must File**

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

**Filing a separate return for a single issue.**

Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

**Filing a consolidated return for multiple issues.** For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

## When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

**Late filing.** An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

## Where To File

File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

**Private delivery services.** You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

## Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038-G.

## Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

## Definitions

**Obligations.** This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to

multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

**Tax-exempt obligation.** This is any obligation including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

**Tax-exempt governmental obligation.** A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

**Private activity bond.** This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

**Issue.** Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

**Arbitrage rebate.** Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

**Construction issue.** This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

## Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

## Part I—Reporting Authority

**Amended return.** An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the "Amended Return" box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

**Line 1.** The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

**Line 2.** An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

**Lines 3 and 4.** Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the

street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

**Note.** The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

**Line 5.** This line is for IRS use only. Do not make any entries in this box.

## Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

**Line 8a.** The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

**Line 8b.** For a single issue, enter the date of issue (for example, 03/15/2010 for a single issue issued on March 15, 2010), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2010, enter 01/01/2010).

**Lines 9a through 9h.** Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Do not complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

**Lines 9i and 9j.** For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

**Line 9k.** Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j.

**Line 10.** Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

**Line 11.** Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

**Line 12.** Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

**Line 13.** Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

## Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

**Note.** If the issuer authorizes in line 6 the IRS to communicate with a person other than an officer or other employee of the issuer, (such authorization shall include contact both in writing regardless of the address entered in lines 3 and 4, and by telephone) by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

## Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

## Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

<b>Learning about the law or the form</b> . . . . .	4 hr., 46 min.
<b>Preparing the form</b> . . . . .	2 hr., 22 min.
<b>Copying, assembling, and sending the form to the IRS</b> . . . . .	2 hr., 34 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where To File*.



**Invoice**

**Date of Invoice:** 06/03/2014  
**Application Number:** 248225  
**Contract Number:** 001-0589847-304

**To:** Township of Marple  
227 South Sproul Road  
Broomall, PA 19008

**Advance Payments/Security Deposit**

Description	Contract Payment	Sales/Use Tax	Other	Amount
Beginning Payments in Advance	\$26,059.29	\$0.00		\$26,059.29
Last Payment in Advance	\$0.00	\$0.00		\$0.00
			\$0.00	\$0.00
<b>Sub Total</b>				<b>\$26,059.29</b>

**Other Fees/Charges**

Fee Description	Amount	
<b>Other Fees/Charges Sub Total</b>		<b>\$0.00</b>

**Invoice Total Due**

<b>Invoice Total Due</b>	<b>\$26,059.29</b>
--------------------------	--------------------

**Remit To:** TCF Equipment Finance, Inc.  
11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305

# GranTurk equipment co., inc.

home office:  
 one schuylkill parkway  
 building b  
 bridgeport, pa 19405-1069  
 phone (610) 239-9800  
 fax (610) 239-9806

branch office:  
 1415 bush street  
 baltimore, md 21230  
 phone (410) 837-5570  
 fax (410) 837-1024

## QUOTATION

February 24, 2013

Township of Marple  
 227 S Sproul Road  
 Broomall, PA 19008

Attn: Ed Cross, Director of Public Works

As per the request of our sales representative Joel Chernin we are pleased to offer the following for your consideration. In accordance with the COSTARS 025-046 contract, we are pleased to offer the following for your consideration.

**One (1) Vactor RamJet 1500 Gallon Water Tank 80 GPM/2500 P.S.I. Vactor Water Pump**

Air Purge System for Vactor Pump/Chassis Must Have Air Compressor

3" Y-Strainer @ Water Fill

12 GPM Cold Weather Recirculation System-Chassis

Front and Rear Handgun Couplers

600' x 1" Piranha Sewer Hose/2500 PSI

Lateral Cleaning Kit with 150' Hose and Nozzle

Hose Reel Pay In/Pay Out Joystick

Split Arrow Traffic Controller

Hand Light with Retractable Reel

Strobe LED Amber Light-Fed Signal Rear Mounted Only

Work Light at Hose Reel Control

Jetter Manual-Full Printed Version

Work Light at Hose Reel Manhole

Additional Jetter Manual-CD Version

96 x 30 x 16 Aluminum Full Width Tool Box

Additional 1" Leader Hose-10 Ft. (Not Shark)

Offset Manhole Roller

Freight, Prep & Delivery

Total List Price for Vactor RamJet.....	\$134,164.15
5% Costars Discount.....	(\$6,708.21)
Total Costars Price.....	\$127,455.94

15%, 480.84

**OPTION: 180 Degree Telescoping/Rotating Reel At Rear.....** \$28,995.00

Important Notice: The price quoted does not include re-routing of exhaust pipes, removing or relocating fuel tanks, battery boxes or air tanks, or any other chassis modifications. If any of the above is required an extra charge will be made on a time and material basis.

DATE OF ACCEPTANCE \_\_\_\_\_

By \_\_\_\_\_

**GranTurk** equipment co., inc.

*Anne C. Ritchie*  
 ANNE C. RITCHIE - PRESIDENT

Quotation Valid Only if Approved By An Officer of **GranTurk** equipment co., inc.



**TURF  
EQUIPMENT**  
AND SUPPLY COMPANY

Mr. Steve Stephens  
Paxon Hollow Country Club

6/2/14

Dear Steve,

As requested, I am pleased to quote you the selling price for the following pieces of equipment. The prices include full service set up and delivery but no applicable state sales tax and are good through 7/3/14.

- 1 Toro Demo Greensmaster 3150-Q**
- 18 hp Briggs & Stratton gas engine
  - 8 blade DPA reels
  - Power Steering
  - Raise/lower joystick control
  - 1 year warranty from time of delivery

**PA State Contract Sale Price-\$27,184**  
**Demo Unit Sale Price-\$23,560**

*Demo unit has approximately 525 hours and is subject to prior sale.*

If you have any questions, or if I can be of any further help, please call me at 610-960-9196.

Best regards,

William J Corcoran, CSE  
Commercial Territory Manager  
Turf Equipment and Supply

**Jessup**  
8015 Dorsey Run Rd  
Jessup, MD 20794  
410-799-5575  
800-827-3711

**Kennett Square**  
576 Rosedale Rd, Suite 8  
Kennett Square, PA 19348  
888-384-8676

**Fairfax**  
2825 B&C Dorr Ave  
Fairfax, VA 22031  
703-573-2977

**Frankford**  
33180 Dupont Blvd  
Frankford, DE 19945  
302-732-9290

**Frederick**  
1525 Tilco Dr, B-2  
Frederick, MD 21704  
301-695-1140



## SERVICES AGREEMENT

**THIS SERVICES AGREEMENT** ("Agreement"), dated) June 1, 2014 ("Effective Date"), is by and between eForce Compliance ("eForce"), having its principal office and place of business at 3114 Grays Ferry Avenue, Philadelphia, PA 19146; and MARPLE TOWNSHIP. ("Client"), having its principal office and place of business at 227 S. Sproul Rd. Broomall, Pa. 19008

### BACKGROUND

eForce provides certain recycling services and Client wishes to engage eForce to provide such services subject to the terms and conditions set forth herein.

### AGREEMENT

NOW, THEREFORE, intending to be legally bound hereby and in consideration of the premises and mutual covenants herein contained, the parties hereto hereby agree as follows:

#### 1. PURPOSE OF THE AGREEMENT

Client desires to utilize eForce for Services described herein. "Services" shall mean any work performed by eForce for Client related to the management, handling, transportation, receipt, testing, repair, storage and/or processing of Equipment (as that term is defined herein) by eForce for the purpose of Recycling (as that term is defined herein). "Equipment" means electronic waste, including, but not limited to laptops, tablets, computers, servers, televisions, computer monitors, printers, copiers, fax machines, and projectors, or other items provided by Client to eForce for the purpose of processing as provided in this Agreement. "Recycling" means the processing of E-Waste (Waste) to maximize the recovery of reusable systems, components, or materials as an alternative to landfill or other disposal method.

All Waste will be tested for functionality. If determined to be functional, equipment is deemed available for resale. All obsolete or nonworking Equipment will be Demanufactured (as that term is defined herein) and processed such that all circuit boards, toner, batteries, leaded CRT glass, mercury containing florescent bulbs, PCB containing capacitors, or other toxic materials extracted from end-of-life electronics are sent by eForce to audited downstream facilities for processing as raw material commodities in a manner that protects workers and the environment from toxic or harmful exposures. eForce shall promptly provide documentation to Client confirming the receipt of all Waste at the eForce facility. "Demanufacturing" means the process used by eForce to manually or otherwise disassemble the Waste to a reusable or recyclable state in a lawful, secure, controlled, and environmentally proper and safe fashion.

It is understood and agreed by eForce that the intent of this Agreement is to safeguard the environment and mitigate the Client's exposure to disposal liabilities or data loss from unauthorized access to confidential data. eForce warrants that it is fully authorized to enter into this Agreement and that its entry into this Agreement does not violate any contractual obligation it owes to a third party. eForce further warrants that all Services performed by its personnel under this Agreement will be performed in a professional and workmanlike manner consistent with the highest industry standards. Client may engage any third party to provide services substantially similar to the Services provided hereunder by eForce.

#### 2. TERM AND TERMINATION

This Agreement will become effective on June 1, 2014 and will continue in effect for one year. This Agreement will automatically renew until terminated by Client or eForce upon ninety (90) days written notice of the renewal date. Either party shall have the right, at its option, to terminate this Agreement for cause immediately upon written notice in the event that: (i) the other party

breaches any of the terms of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice from the non-breaching party regarding such breach; or (ii) the other party makes an assignment for the benefit of its creditors or makes application for relief under the provisions of any statute now or hereafter in force concerning bankrupt or insolvent debtors.

### **3. STANDARD RECYCLING SERVICES**

During the Term set forth in Section 2, Client will contract with eForce to pick-up, transport, and process any Equipment designated by Client as requiring Recycling Services. The following procedures will be employed to ensure a comprehensive and efficient means of collecting, handling, and processing Equipment to ensure secure transport, data and environmental liability protection is achieved.

#### **Scheduling and Shipment.**

(a) To schedule Services, the Client must notify eForce by email to [joseph.connors@eforcecompliance.com](mailto:joseph.connors@eforcecompliance.com) whereupon a Waste Manifest will be generated and a pickup of material will be scheduled for the Job Request. "Manifest" means either one distinct shipment or series of shipments where all Services, fees, credits or other requirements are tracked using the same Manifest Number. An example would be Equipment of any size received from any unique Client group or division for the purpose of Recycling. A "Manifest Number" shall reference the number assigned to track Equipment associated with this Job Request throughout each stage of handling and processing at eForce's facility.

**Invoice Identification.** eForce will assign a Manifest Number to each shipment or group of shipments received for processing. This number will be used to track a Job Request through the various process stages and for custody tracking and reporting purposes.

MARPLE TOWNSHIP will palletize and/or place Equipment in a gaylord box on a skid. eForce will provide the necessary transportation to haul electronic equipment for MARPLE TOWNSHIP

**Receiving Equipment** When eForce receives the Equipment at its facility, it shall label to ensure custody tracking is maintained for all Client Equipment, and undertake to inspect each piece of Equipment.

**Processing Acceptable Equipment.** eForce will be responsible for the safe and environmentally sound processing of all Equipment. Any Equipment repaired or refurbished for reuse will be tested, working, and be sanitized of any Client data. All obsolete or non-working Equipment received will be either (1) triaged prior to shredding or dismantling for metals and plastics recovery or (2) in the case of monitors the glass will be recovered and shipped to environmentally sound processing facilities that recover lead and glass as post consumer stock in the manufacturing of new cathode ray tubes (CRTs) (glass-to-glass recovery). In the event glass-to-glass recovery is not available, properly licensed lead smelters will be an alternative CRT disposal method.

**Data Sanitization.** All Equipment containing hard drives or other storage devices processed by eForce for reuse will be completely sanitized (in accordance with commercially reasonable methods) making data recovery impossible. To perform the sanitization, eForce will utilize commercially available software listed as an approved disk sanitizing solution by the U.S. Department of Defense, and compliant with wipe disk tools approved for HIPAA, Gramm-Leach-Bliley Act, Sarbanes-Oxley Act, The Patriot Act, Identity Theft and Assumption Deterrence Act, and other applicable regulatory requirements. All hard drives or other storage devices processed for reuse or resale must pass a 3-phase process to verify the data is properly sanitized. This is accomplished by a technician performing an initial wipe, then performing a process verification,

followed by a supervisor performing an inspection of each hard drive or other storage device to verify the process was completed successfully. A successful, verified sanitization is one completed with no errors and no bad sectors reported, followed by a verification operation completed with no errors and no bad sectors reported. If the sanitization cannot be performed successfully and verified, the hard drive or other storage device is physically destroyed by crushing and/or shredding. Sanitization documentation for each unit will be maintained on file electronically by eForce and stored off-site in a secure data center.

Data sanitization can also be tracked at the media level for an additional cost if requested by Client. For example, tracking per drive, rather than per computer, providing details such as the drives' manufacturer, make/model, serial number, size, type of overwrite performed, bad sectors reported, who performed the operation, and the success or failure of the operation, is available upon request. Hard drives that are physically destroyed by shredding can also be tracked by manufacturer, make/model, serial number, Destruction (as that term is defined herein) method, and who performed the Destruction upon request. "Destruction" means the process of dismantling, shredding, or otherwise destroying the subject Equipment so it cannot be used for its original intended purpose and whereby all data is certified to be destroyed.

#### **4. FEES AND INVOICING**

See Exhibit A.

#### **5. CERTIFICATES AND REPORTING**

eForce shall provide a certificate, in form and substance reasonably acceptable to Client, to Client for each completed Invoice. Each such certificate shall certify the removal and/or Destruction of client data from all hard drives and other storage devices, and the proper Recycling as set forth in this Agreement. The report shall minimally include the weight of the Equipment received.

#### **6. CONFIDENTIAL INFORMATION: COMPLIANCE WITH LAW**

eForce shall not disclose to any person, either during or after the termination or expiration of this Agreement, any information or materials provided in any form by Client (collectively, "Confidential Information"). eForce shall keep all Confidential Information confidential, and shall only use it for the purpose for which such Confidential Information was disclosed.

"Personal Information" includes, but is not limited to the following: (i) financial account number or credit or debit card numbers with or without any required security code, access code, personal identification number or password, (ii) social security numbers, and (iii) combinations of name and address, date of birth, or driver's license number or state-issued identification card number. Personal Information shall be treated as Confidential Information hereunder and not disclosed by eForce until permitted under a change in applicable law. eForce represents and warrants that it has in place, and is adhering to, a comprehensive, written security plan to safeguard and protect the confidentiality of all Personal Information received hereunder in compliance with all provisions of applicable law.

eForce agrees to comply with all applicable federal, state and local requirements, laws, regulations and standards (and all Client policies) in performing its obligations hereunder including, without limitation, any environmental laws or laws related to the privacy of data, and the storing, disclosure and distribution of Personal Information, including but not limited to personally identifiable information as defined in said laws.

eForce will, at its sole cost and expense prior to the commencement of Services hereunder, procure all necessary licenses, permits or other approvals to perform such Services and shall

maintain same in full force and effect during the term of this Agreement. eForce's current licensing information is as follows:

PA DEP WMGR081D020  
EPA PAR000518720  
E-Stewards  
R2

## **7. INDEMNIFICATION; INSURANCE**

eForce shall indemnify, defend, save and hold Client harmless from and against all claims, liabilities, damages or costs, including reasonable attorneys' fees, incurred by Client as a result of the acts or omissions of eForce, its employees, agents or other representatives. eForce shall maintain, at its own expense and at all times during the term of this Agreement, Workers' compensation and General Liability insurance with sufficient coverage to protect Client and consistent with the nature, scope and amount of Services provided hereunder. eForce further agrees to name MARPLE TOWNSHIP as an additional insured on its General Liability policies on a primary non-contributory basis.

## **8. MISCELLANEOUS**

Neither party will be responsible for failure of performance due directly to circumstances beyond such party's reasonable control. The parties agree that eForce will act solely as an independent contractor in the performance of its duties under this Agreement. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties. eForce further agrees that neither it, nor any of its officers, agents or employees may ever be considered Client's agents or employees. The terms of Sections 6, 7, and 8 shall survive termination or expiration of this Agreement. This Agreement shall be governed by and construed in accordance with laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law provisions. eForce shall submit to jurisdiction and venue in the state and federal courts located in the Commonwealth of Pennsylvania and further agrees that any cause of action it may bring arising under this Agreement will be brought by eForce exclusively in a state or federal court located in the Commonwealth of Pennsylvania. Either party may not assign or transfer this Agreement or any of its rights or obligations hereunder without the prior written approval of the party. The parties agree that this Agreement (including all schedules, exhibits or other attachments) constitute the entire agreement of the parties covering the subject matter hereof and that this Agreement supersedes all proposals, purchase orders, or other prior agreements, oral or written, and all other prior communications between the parties relating to this subject matter. Any modification to this Agreement shall be mutually approved in writing by both parties.

IN WITNESS WHEREOF this Agreement has been duly executed by the parties hereto to take effect as of the date first set forth above.

### **MARPLE TOWNSHIP**

By:  
Name: Joseph Romano  
Title:

### **eForce Compliance LLC**

By:  
Name: Jay Segal  
Title: President

## Exhibit A

### FEE SCHEDULE-E-Waste

Client agrees to pay eForce the following fees within ten (10) days of receipt of an invoice by eForce:

- \$6,000.00 per year
- Billed every twelve months in advance
- TV/Monitors wrapped and stacked 6 ft. high
- All other E-waste placed in gaylords
- Collect E-Waste from Marple Township and Haverford Township residents ONLY
- Call when twelve (12) skids/gaylords are ready
- Pick up location is the Marpit Rd. Public Works Facility only

TOWNSHIP OF MARPLE  
ORDINANCE NO.

AN ORDINANCE OF THE TOWNSHIP OF MARPLE, DELAWARE COUNTY, PENNSYLVANIA AMENDING CHAPTER 285, VEHICLES AND TRAFFIC, SECTION 285-3A TO PROVIDE FOR REVISED PARKING RESTRICTIONS ON MEDIA LINE ROAD AND FROM SECTION 285-6 REPEALLING SUBSECTIONS F, G & H THAT ESTABLISHED LIMITED ONE -WAY DESIGNATIONS ON OLD CEDAR GROVE ROAD, GRADYVILLE ROAD AND DOGWOOD LANE DURING CERTAIN TIMES OF THE DAY.

BE IT ENACTED AND ORDAINED AS FOLLOWS:

SECTION I: That Chapter 285, Section 285-3A (48), Parking Prohibited in Designated Locations, be amended to add the following:

(48) On the southerly side of Media Line Road between Larchmont Circle and Lovell Avenue.

SECTION II: That Chapter 285, Section -6, One-way streets, Subsections F, G & H be hereby repealed.

SECTION III: Any Ordinance or part of Ordinance to the extent it is inconsistent herewith is hereby repealed

SECTION IV: This Ordinance shall become effective five (5) days after passage

ENACTED AND ORDAINED this 14th day of July 2014

Township of Marple

BY: \_\_\_\_\_  
Michael K. Molinaro, President  
Board of Commissioners

ATTEST: \_\_\_\_\_  
Sharon Angelaccio  
Township Secretary

Kathleen M. McGarry  
23 Harmil Road  
Broomall, PA 19008  
610.356.4976  
kmcgar01@yahoo.com

April 29, 2014

Board President  
Board of Directors  
Marple Library  
2599 Sproul Road  
Broomall, PA 19008

To Whom This May Concern:

I have been a resident of Marple Township for twenty plus years. During this time I have raised a family and have become quite familiar with this community. Now that my family is raised, I find that I have much more free time in which I like to participate in community services. I am currently on two local boards of directors and I believe that these experiences would be beneficial to your organization.

I currently am the Treasurer of CASA of Media. I have been on this board for five years; I am also a participant on CASA's Finance Committee. We have recently concluded presentation of our annual budget and a strategic plan for the next five years.

I am also a member of the Board of Directors for RSVP of Media. I have been a member of this board since 2009 and have found it to be a very rewarding experience.

I have enclosed a copy of my current resume for our review and reference. I have several years of fiscal experience and would like to contribute this business acumen to your library. I am prepared to committee to a three year term.

I thank you for your time in this matter and I hope to have the opportunity to speak to you in the very near future.

Sincerely,

*Kathleen M. McGarry*

Kathleen M. McGarry

Enclosures

June 4, 2014

Dear Mr. Hamaday,

I am writing on behalf of Trinity CRC Church, located at 144 Lawrence Road in Broomall. Our church will be hosting a community flea market on Saturday, June 14<sup>th</sup> in the church parking lot. We are requesting permission from the Board members to post lawn signs in approved locations within the township and will remove after the sale. Thank you for your consideration.

Sincerely,

Ms. Kendal Barbee

610-352-7107